#### C.65338.23-01403438-8415418 K. D.6506.02.2-Pile (Fi0ex) 2016/2034/2. Enterrete (0ex) 2016/2034/2034/2077:3 Des Destein Exhibit Dochumptent 13 Plage 1Postq1e01 of 10

### STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan. 0 Lien Avoidance 0 Valuation of Security 0 Assumption of Executory Contract or Unexpired Lease Last revised: August 1, 2020 UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY 23-10488 In Re: Case No.: Amos Osborne MBK Judge: Debtor(s) **Chapter 13 Plan and Motions** 2/20/2023 Original ☐ Modified/Notice Required Date: Motions Included ☐ Modified/No Notice Required THE DEBTOR HAS FILED FOR RELIEF UNDER CHAPTER 13 OF THE BANKRUPTCY CODE YOUR RIGHTS MAY BE AFFECTED You should have received from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the Notice. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same. The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan. THIS PLAN: □ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10. ☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY. ☐ DOES ☑ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY. Initial Debtor(s)' Attorney: CJK AO

Initial Debtor:

Initial Co-Debtor:

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| u.   | The debtor shall pay \$           | 500.00 per                  | month          | to the Chapter 13 Trustee, starting on         |
|------|-----------------------------------|-----------------------------|----------------|--|
|      | February 1, 2023                  | for approximately           | 60             | months.  |
| b. 7 | The debtor shall make             | plan payments to the Trust  | tee from the f | ollowing sources:                              |
|      | □ Future earning                  | gs                          |                |  |
|      | ☐ Other sources                   | of funding (describe source | ce, amount ar  | nd date when funds are available):             |
|      |                                   |                             |                |  |
|      |                                   |                             |                |  |
|      |                                   |                             |                |  |
| С    | Use of real property to           | satisfy plan obligations:   |                |  |
| ٥.   | ☐ Sale of real prope              |                             |                |  |
|      | Description:                      | rty                         |                |  |
|      | Proposed date for                 | completion:                 |                |  |
|      | ☐ Refinance of real               | property:                   |                |  |
|      | Description:                      |                             |                |  |
|      | Proposed date for                 | completion:                 |                |  |
|      | ☐ Loan modification               | with respect to mortgage    | encumbering    | property:                                      |
|      | Loan modification                 |                             |                |  |
|      | Description:                      |                             |                |  |
|      | Description:                      | completion:                 |                |  |
| d.   | Description:<br>Proposed date for |                             |                | ling the sale, refinance or loan modification. |

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| Part 2: Adequate Protection ⊠ N  | ONE  |                |                   |  |  |  |  |  |  |  |
|--|--|----------------|-------------------|--|--|--|--|--|--|--|
| a. Adequate protection payments will be made in the amount of \$ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to (creditor).  b. Adequate protection payments will be made in the amount of \$ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: (creditor).  |  |                |                   |  |  |  |  |  |  |  |
| Part 3: Priority Claims (Including   | Administrative Expenses)   |                |                   |  |  |  |  |  |  |  |
| a. All allowed priority claims will b  | pe paid in full unless the creditor agrees   | otherwise:     |                   |  |  |  |  |  |  |  |
| Creditor   | Type of Priority   | Amount to be P | aid               |  |  |  |  |  |  |  |
| CHAPTER 13 STANDING TRUSTEE  | ADMINISTRATIVE   | AS ALLOWED     | BY STATUTE        |  |  |  |  |  |  |  |
| ATTORNEY FEE BALANCE   | ADMINISTRATIVE   | BALANCE DU     | E: \$ 3750.00     |  |  |  |  |  |  |  |
| DOMESTIC SUPPORT OBLIGATION  |  |                |                   |  |  |  |  |  |  |  |
| <ul> <li>b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount: Check one:</li> <li>☒ None</li> <li>☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):</li> </ul> |  |                |                   |  |  |  |  |  |  |  |
| Creditor   | Type of Priority   | Claim Amount   | Amount to be Paid |  |  |  |  |  |  |  |
|  | Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. |                |                   |  |  |  |  |  |  |  |

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| Part 4: | Secured | Claims |
|---------|---------|--------|
|---------|---------|--------|

#### a. Curing Default and Maintaining Payments on Principal Residence: NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor     | Collateral or Type of Debt | Arrearage  | Interest Rate on<br>Arrearage | Amount to be Paid<br>to Creditor (In<br>Plan) | Regular Monthly<br>Payment (Outside<br>Plan) |
|--------------|----------------------------|------------|-------------------------------|---|--|
| PNC Mortgage | Residential Property       | \$15000.00 | 0.00                          | \$15000.00                                    | \$1698.00                                    |

#### b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: X NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

| Creditor | Collateral or Type of Debt | Arrearage | Interest Rate on<br>Arrearage | Amount to be Paid<br>to Creditor (In<br>Plan) | Regular<br>Monthly<br>Payment<br>(Outside<br>Plan) |
|----------|----------------------------|-----------|-------------------------------|---|--|
|          |                            |           |                               |   |  |

#### c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

| Name of Creditor | Collateral | Interest Rate | Amount of<br>Claim | Total to be Paid through the Plan<br>Including Interest Calculation |
|------------------|------------|---------------|--------------------|---|
|                  |            |               |                    |   |
|                  |            |               |                    |   |
|                  |            |               |                    |   |
|                  |            |               |                    |   |

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#### d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments X NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

## NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

| Creditor | Collateral | Scheduled<br>Debt | Total<br>Collateral<br>Value | Superior Liens | Value of<br>Creditor<br>Interest in<br>Collateral | Annual<br>Interest<br>Rate | Total<br>Amount to<br>be Paid |
|----------|------------|-------------------|------------------------------|----------------|---|----------------------------|-------------------------------|
|          |            |                   |                              |                |   |                            |                               |

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

#### e. Surrender X NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

| Creditor | Collateral to be Surrendered | Value of Surrendered<br>Collateral | Remaining<br>Unsecured Debt |
|----------|------------------------------|------------------------------------|-----------------------------|
|          |                              |                                    |                             |
|          |                              |                                    |                             |
|          |                              |                                    |                             |

f. Secured Claims Unaffected by the Plan 🗵 NONE

| The following secured claims are unaffected by the Plan: |                                     |                      |            |                   |  |  |  |  |  |
|--|-------------------------------------|----------------------|------------|-------------------|--|--|--|--|--|
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
| g. Secured Claims to be Paid                             | in Full Through the Plan: 🗵 NONI    |                      |            |                   |  |  |  |  |  |
| Creditor   | Collateral                          |                      | Total Amo  |                   |  |  |  |  |  |
|  |                                     |                      | Paid Throu | igh the Plan      |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
| Part 5: Unsecured Claims                                 | NONE                                |                      |            |                   |  |  |  |  |  |
| a. Not separately classi                                 | fied allowed non-priority unsecured | claims shall be paid | ٠ <u>٠</u> |                   |  |  |  |  |  |
|  | to be distributed pro               |                      |            |                   |  |  |  |  |  |
| ■ Not less than 100                                      |                                     |                      |            |                   |  |  |  |  |  |
|  | n from any remaining funds          |                      |            |                   |  |  |  |  |  |
| b. Separately classified                                 | unsecured claims shall be treated a | as follows:          |            |                   |  |  |  |  |  |
|  |                                     |                      |            | Ι                 |  |  |  |  |  |
| Creditor   | Basis for Separate Classification   | Treatment            |            | Amount to be Paid |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |
|  | <u> </u>                            |                      |            | <u> </u>          |  |  |  |  |  |
|  |                                     |                      |            |                   |  |  |  |  |  |

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### Part 6: Executory Contracts and Unexpired Leases ☑ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

| Creditor | Arrears to be Cured in Plan | Nature of Contract or Lease | Treatment by Debtor | Post-Petition Payment |
|----------|-----------------------------|-----------------------------|---------------------|-----------------------|
|          |                             |                             |                     |                       |
|          |                             |                             |                     |                       |
|          |                             |                             |                     |                       |

### Part 7: Motions ☒ NONE

NOTE: All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal, and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

### a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). X NONE

The Debtor moves to avoid the following liens that impair exemptions:

| Creditor | Nature of<br>Collateral | Type of Lien | Amount of<br>Lien | Value of<br>Collateral | Amount of<br>Claimed<br>Exemption | Sum of All<br>Other Liens<br>Against the<br>Property | Amount of<br>Lien to be<br>Avoided |
|----------|-------------------------|--------------|-------------------|------------------------|-----------------------------------|--|------------------------------------|
|          |                         |              |                   |                        |                                   |  |                                    |
|          |                         |              |                   |                        |                                   |  |                                    |
|          |                         |              |                   |                        |                                   |  |                                    |

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#### b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. 🗵 NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled<br>Debt | Total<br>Collateral<br>Value | Superior Liens | Value of Creditor's<br>Interest in<br>Collateral | Total Amount of<br>Lien to be<br>Reclassified |
|----------|------------|-------------------|------------------------------|----------------|--|---|
|          |            |                   |                              |                |  |   |
|          |            |                   |                              |                |  |   |
|          |            |                   |                              |                |  |   |

# c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

| Creditor | Collateral | Scheduled<br>Debt | Total<br>Collateral<br>Value | Amount to be<br>Deemed Secured | Amount to be<br>Reclassified as Unsecured |
|----------|------------|-------------------|------------------------------|--------------------------------|---|
|          |            |                   |                              |                                |   |
|          |            |                   |                              |                                |   |

#### Part 8: Other Plan Provisions

### a. Vesting of Property of the Estate

V Upon confirmation

☐ Upon discharge

#### b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

# 

| The Standing Trustee shall pay allowed claims in the following order:   |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| 1) Ch. 13 Standing Trustee commissions  |  |  |  |  |  |  |
| 2) Administrative Claims  |  |  |  |  |  |  |
| 3) Secured Claims   |  |  |  |  |  |  |
| 4) Priority Claims and Valid Unsecured claims   |  |  |  |  |  |  |
| d. Post-Petition Claims   |  |  |  |  |  |  |
| The Standing Trustee ☐ is, ☒ is not authorized to p 1305(a) in the amount filed by the post-petition claimant.  Part 9: Modification ☒ NONE   | pay post-petition claims filed pursuant to 11 U.S.C. Section |  |  |  |  |  |
| NOTE: Modification of a plan does not require that a se served in accordance with D.N.J. LBR 3015-2.  If this Plan modifies a Plan previously filed in this case.  Date of Plan being modified: | se, complete the information below.                          |  |  |  |  |  |
|   |  |  |  |  |  |  |
| Explain below <b>why</b> the plan is being modified:  | Explain below <b>how</b> the plan is being modified:         |  |  |  |  |  |
|   |  |  |  |  |  |  |

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| Part 10: Non-Standard Provision(s): Signatures Required   |   |  |  |  |  |
|---|---|--|--|--|--|
| Non-Standard Provisions Requiring Separate Signatures:  |   |  |  |  |  |
| X NONE  |   |  |  |  |  |
| ☐ Explain here:   |   |  |  |  |  |
| Any non-standard provisions placed elsewhere in this plan are in  | neffective.                                 |  |  |  |  |
| Signatures  |   |  |  |  |  |
| The Debtor(s) and the attorney for the Debtor(s), if any, must sign   | n this Plan.                                |  |  |  |  |
| By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, <i>Chapter 13 Plan and Motions</i> , other than any non-standard provisions included in Part 10. |   |  |  |  |  |
| I certify under penalty of perjury that the above is true.  |   |  |  |  |  |
| Date: 2/20/2023   | /s/ AMos Osborne Debtor                     |  |  |  |  |
| Date:   | Joint Debtor                                |  |  |  |  |
| Date: 2/20/2023   | /s/ Camile J. Kassar Attorney for Debtor(s) |  |  |  |  |